

KING COUNTY
Department of Construction and Facilities Management
Property Services Division
500 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104 (206) 296-7456 FAX 296-0196

SPECIAL USE PERMIT
Use of County Owned Property

PERMIT NUMBER: S-87-04 FILE NO. DATE: 04/28/2004

PERMITTEE:

SHARE/WHEEL ATTN: SCOTT MORROW
P.O. BOX 2548
SEATTLE, WA 98111-0000

DAY PHONE: 206-448-7889 OTHER/FAX PHONE:

PURPOSE:

TO ESTABLISH AND MAINTAIN EMERGENCY ENCAMPMENT FACILITY.

LEGAL DESCRIPTION	1/4	Sec	Twp	Rge	Account No.	Kroll Page
SE	17	26	05			413E

KING COUNTY TRANSIT BRICKYARD PROPERTY
LYING SOUTH OF THE BRICKYARD ROAD INTERCHANGE, EAST OF THE JUANITA-WOODINVILLE
WAY NE, WEST OF INTERSTATE HWY 405, AND NORTH OF NE 149TH STREET.
(SEE LOCATION PLANS).

EXPIRATION: This permit shall not be valid for more than 90 DAYS
and expires on the 14TH day of AUGUST 2004.

PERMIT FEE:	\$	0.00	INSPECTION FEE:	\$	0.00
ADMINISTRATIVE FEE:	\$	0.00	PLAN REVIEW FEE:	\$	0.00
LAND USE FEE:	\$	0.00	OTHER FEE:	\$	0.00
BOND AMOUNT:	\$	0.00	INSURANCE AMOUNT:	\$	0.00

Permittee MUST notify JACKIE MACLEAN AT: 296-7689
AT LEAST 24 HOURS PRIOR TO ESTABLISHMENT OF THE ENCAMPMENT AND IMMEDIATELY
UPON LEAVING THE SITE.

By this permit King County authorizes the use of the above described
property:

Custodial Approval [Signature] Date 5-5-2004

Property Services Approval [Signature] Date 5-6-04

The Permittee agrees to comply with the terms and conditions contained
herein.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Signature of Permittee [Signature] Date 5/5/04

NOTE: Permit not valid without all necessary signatures and expiration date.
Ordinance 4099, King County Code 14.46

TERMS AND CONDITIONS

1. **PERMIT REVOCATION:** This Permit is revocable at any time by King County. The right to revoke is expressly reserved to King County.
2. **INDEMNITY AND HOLD HARMLESS.** The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this Permit. The Permittee's obligation under this section shall include: a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties. b) The duty to promptly accept tender of defense and provide defense to the County at the Permittee's own expense. c) Indemnification of claims made by the Permittee's own employees or agents. d) Waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section all such fees, expenses, and costs shall be recoverable from the Permittee.

In the event it is determined that RCW 4.24.115 applies to this agreement, the Permittee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Permittee's negligence. Permittee agrees to defend, indemnify, and hold harmless the County for claims by Permittee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.
3. **ANTI-DISCRIMINATION:** In all hiring or employment made possible or resulting from this Permit, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Permit on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part of the Permit by the County, and may result in ineligibility for further County permits.
4. **NON-EXCLUSIVE RIGHT:** This Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other permits to other public or private entities, nor shall it prevent the County from using any public place for any and all public use or affect its jurisdiction over any part of them.
5. **ASSESSMENTS:** Permittee shall be required to pay any general or special assessments incurred by King County which are directly attributable to or arising from any actions, occupancy, or usage authorized herein.
6. **TERMINATION:** The Permittee may terminate the Permit by written notice to the Manager of Real Estate Services Section. Upon revocation, termination, or abandonment, the Permittee shall remove at his expense all facilities placed on said property by the Permittee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the County. If the Permittee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, expiration, or abandonment, the County may accomplish all of the necessary work and charge all of the costs to the Permittee.
7. **RESTORATION:** After completion of work authorized by this Permit, the Permittee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to King County. If the Permittee delays the restoration beyond expiration of the Permit, the County may accomplish all the necessary work and charge all the costs to the Permittee.
8. **REPAIRING DAMAGE BY PERMITTEE:** In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this Permit, Permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County agent. If the County determines it is necessary, the County may accomplish the work and charge all the costs to the Permittee.
9. **ABATEMENT OF UNSAFE CONDITIONS:** The County representative may at any time, do, order, or have done all work considered necessary to restore to a safe condition any area described in Permit left by the Permittee in a condition dangerous to life or property. The Permittee shall pay, upon demand, to the County all costs of such work, materials, etc. Nothing in this section shall relieve the Permittee of duties under Terms and Conditions No. 2 above.
10. **RIGHTS RESERVED TO COUNTY - CONFORMANCE AND PAYMENT OF COST REQUIRED:** The County reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving, repairing or altering the property. The Permittee, upon written notice, will at his own cost and expense remove, repair, relocate, change or reconstruct such installations to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.
11. **NOTICE:** Permittee agrees to obtain information from other utility operators regarding the location and current status of their installations before starting work. Property owners adjoining, or in proximity to, the project as described herein shall be notified by Permittee when such property is exposed to the possibility of injury or damage through performance of work on the project authorized by this Permit. Permittee shall make all advance arrangements necessary to protect such property or utility from injury or damage.
12. **OTHER APPLICABLE LAWS:** Issuance of this Permit does not in any way relieve the Permittee from complying with any other applicable laws in performing the work subject to this Permit.
13. **RE-ENTRY:** After completion of work authorized by this Permit, if the Permittee desires to re-enter upon the property described herein for any reconstruction, notice shall be provided in advance to King County together with the plans and specifications for the work proposed, and shall not be permitted without the County's consent.
14. **TITLE:** This Permit grants only the right to use King County's interest in the herein described property, and the granting of this Permit is not a warranty that good title to any specific property is vested in King County.
15. **SPECIAL TERMS AND CONDITIONS:** (SEE ATTACHED SHEET(S))

LEGEND:

- PROPERTY BOUNDARY
- SURVEYED WETLAND
- KING COUNTY STANDARD BUFFER
- 15 FT. BUILDING SETBACK
- CULVERT
- DATA PLOT DU-1
- DATA PLOT
- OHWM OF STREAM
- SPRING
- Q DRAINAGE/STREAM
- APPROX LOCATION OF HISTORIC WETLAND FILL AREA

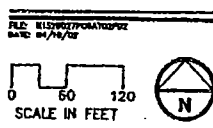
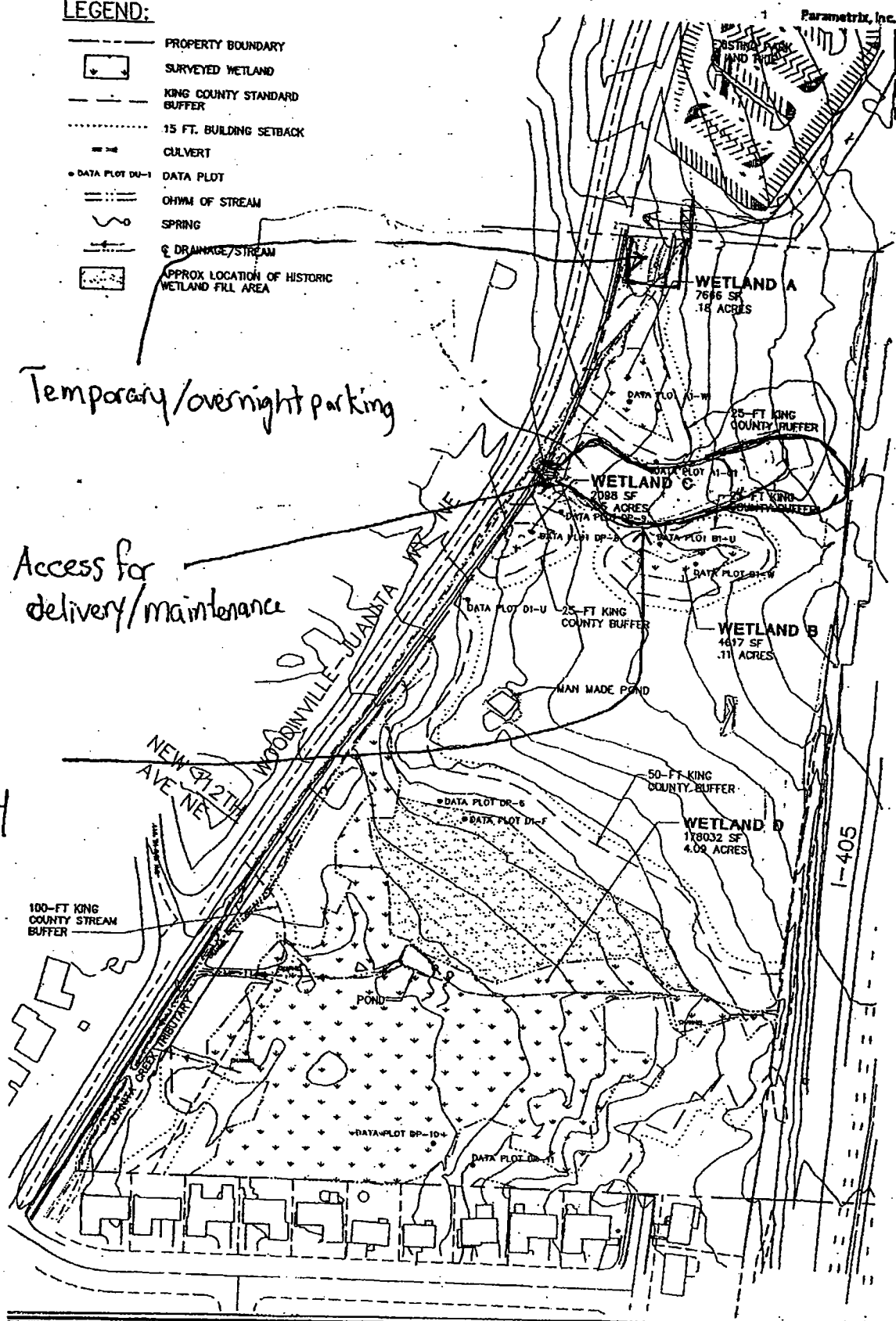


Figure 2
Brickyard T.O.D.
Wetland and Stream
Constraints Analysis

RECEIVED
BY: *[Signature]*
APR 01 2004
PROPERTY SERVICES
PERMIT SECTION

SHARE/WHEEL
SPECIAL USE PERMIT
S-87-04

15. SPECIAL TERMS AND CONDITIONS:

- a. The permittee shall restrict all use of the site to an emergency encampment facility and all existing uses of the site will remain.
- b. The permittee's final location for the emergency encampment facility area shall be established by the Department of Transportation Transit Division Construction & Design Unit in coordination with the Department of Development and Environmental Services prior to the placement of any facilities on this site. All temporary use activity shall be confined to the area delineated by the pink plastic flagging and shown on the approved site plan. If temporary fences are installed surrounding the encampment facilities, this fence shall be outside of the wetlands and buffers areas. If there are questions regarding the above requirements contact Betsy MacWhinney, Sr. Ecologist, DDES, at 206-296-6793.
- c. The permittee's access for encampment facility maintenance, delivery trucks, etc. shall be from the temporary entrance marked by pink plastic flagging and shown on the approved site plan (See Attachment A dated 4-1-04).
- d. Any of the permittee's and users who wish to park vehicles on the site shall be limited to small gravel/grassed area in the north end of the site and as shown on the approved site plan (See Attachment A dated 4-1-04).
- e. The permittee shall adhere to Metro Transit's Code of Conduct generally applicable to all persons using Transit facilities and property K.C.C. 28.96.010.
 1. No drugs are permitted.
 2. No alcohol is permitted.
 3. No weapons are permitted.
 4. All knives over 3 1/2" must be turned into the permittee for safekeeping.
 5. No violence is permitted.
 6. No open flames are permitted.
 7. No trespassing into private property in the host neighborhood is permitted.
 8. No loitering in the host neighborhood is permitted.
 9. Disturbing neighbors is not permitted.
 10. No verbal abuse, intimidating remarks, yelling or degrading remarks against member(s) of the host, the host neighborhood and/or the permittee is permitted.
 11. No littering on site and/or the host neighborhood is permitted.

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15. SPECIAL TERMS AND CONDITIONS CONTINUED:

- f. The permittee shall adhere to health, safety, zoning, land use and environmental laws and regulations and must obtain all necessary permits prior to use.
- g. The permittee shall not interfere with DOT, Transit's use of the property.
- h. The permittee shall not enter, exit, use or occupy the Park & Ride lot except for transit purposes. Residential parking in the Park & Ride is not a transit purpose pursuant to K.C.C. 28.96.010(16).
- i. The permittee shall not interfere with Transit customers or the property of Transit customers.
- j. The permittee shall restore the permit area to its original or better condition upon completion of the intended use of the property.
- k. The permittee's ingress and egress from the area of use across the Transit access road shall be designated by a crosswalk.
- l. The permittee shall remove and properly dispose of all debris and materials generated by the authorized use of the site at an approved disposal facility.
- m. The permittee shall not allow any children under the age of 18 to stay overnight. If a child under the age of 18 either alone or accompanied by a parent or guardian attempts to stay overnight the permittee will immediately contact Child Protective Services and endeavor to find alternative shelter for the child and may accompanying parent(s) or guardian(s).
- n. The permittee's encampment site shall be set back a minimum of 20' in each direction from the boundary of the King County site. To the extent possible, the encampment will use established or potted trees or other vegetation to provide visual screening from businesses, residences, schools, other buildings and roads. If vegetation is insufficient, an 8' high privacy fabric fence will be established.
- o. The permittee will permit inspections of its encampments by the Seattle and King County Public Health Departments without prior notice. The permittee has previously complied with directives of the Seattle and King County Public Health Departments and will implement all future directives within the time period specified by the Department.
- p. The permittee will permit inspections of its encampments by the Fire District without prior notice. The permittee has previously complied with directives of the Fire District and will implement all future directives the Fire District within 48 hours.
- q. The permittee will permit inspections of its encampments by County staff at reasonable times without prior notice for compliance.

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15. SPECIAL TERMS AND CONDITIONS CONTINUED:

- r. The permittee will be required to provide a regular trash patrol in immediately vicinity of the permit area.
- s. If the permittee fails to expel a resident who violates the terms and conditions of this permit it may result in the immediate termination of the use. If King County learns of uncontrolled violence or acts of undisciplined violence by residents of the encampment and the permittee has not adequately addressed the situation this permit may be immediately terminated.
- t. The King County reserves the right to set additional terms as unforeseen conditions may warrant.